

Gene H. Shioda, Bar No. 186780  
James A. Kim, Bar No. 220763  
Jason Y. Lie, Bar No. 233614  
LAW OFFICE OF GENE H. SHIODA  
5757 West Century Blvd., Suite 700  
Los Angeles, California 90045  
lawofficeofghs@yahoo.com  
Telephone: 310/348-7222  
Fax: 310/348-7220

Attorneys for PLAINTIFF PAUL HOA

John F. Geary (SBN 13777)  
Raymond J. Fullerton (SBN 219264)  
Robert W. Henkels (SBN 255410)  
GEARY, SHEA, O'DONNELL, GRATTAN, AND MITCHELL  
37 Old Courthouse Square, Fourth Floor  
Santa Rosa, CA 95404  
Telephone: (707) 545-1660  
Fax: (707) 545-1876

Attorneys for David F. Lopez, T. Gregory Stagnitto, Bridge Transport  
Stag Leasing, Inc.

KAMALA D. HARRIS  
Attorney General of California  
JAY M. GOLDMAN  
Supervising Deputy Attorney General  
MANEESH SHARMA  
Deputy Attorney General  
State Bar No. 280084  
455 Golden Gate Avenue, Suite 11000  
San Francisco, CA 94102-7004  
Telephone: (415) 703-5553  
Fax: (415) 703-1234  
E-mail: Maneesh.Sharma@doj.ca.gov  
Attorneys for Matthew Cate

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

PAUL HOA, an individual.

Plaintiff,

Case No. 3:12-cv-02078-JCS

1 vs.

**STIPULATED PROTECTIVE ORDER**

2 MATHEW CATE, in his official capacity  
3 as the Secretary for California Department  
4 of Corrections and Rehabilitations and as an  
5 individual; CALIFORNIA, a state;  
6 CALIFORNIA DEPARTMENT OF  
7 CORRECTIONS AND  
8 REHABILITATION, a state agency; SAN  
9 QUENTIN STATE PRISON, a state  
10 facility; DAVID F. LOPEZ , an individual;  
11 T. GREGORY STAGNITTO, an  
12 individual; MICHAEL MARTEL, an  
13 individual; BRIDGE TRANSPORT, an  
14 entity of unknown form; STAG LEASING,  
15 INC., a California corporation; and DOES 1  
16 to 20, Inclusive.

Complaint filed: April 25, 2012

11 Defendants.

12  
13 The undersigned parties hereby agree to the terms of this Stipulated Protective Order  
14 (hereafter, "Protective Order"), as set forth below, and submit it to the Court for adoption as an  
15 Order upon full execution by counsel on behalf of their respective clients:  
16

17 Pursuant to this stipulation, the Court finds that good cause exists for the entry of this  
18 Protective Order in that the preparation and trial of this action will require the discovery of  
19 documents, testimony, information, or things claimed by one or more of the parties to this  
20 stipulation to contain confidential personal, business, or commercial information or private  
21 personal information, and the ends of justice will be served by entry of an order setting forth  
22 procedures for and rules governing discovery, copying, use and return of documents, deposition  
23 transcripts, interrogatory answers and other materials. Accordingly,  
24

25 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

26  
27 1. Irrespective of the form in which discovery materials are produced, including  
28 printed or electronically recorded documents, in connection with the discovery process in the

1 above-entitled case, including but not limited to, deposition testimony, answers to  
2 interrogatories, documents produced in response to requests for production, responses to  
3 requests for admissions, medical records and any documents recorded on computer disks, the  
4 parties to this stipulation may designate any such materials as “confidential” or “confidential  
5 discovery material,” under the terms of this stipulated order.

6           2.       The parties to this stipulation and order may designate as “Confidential” or  
7 “Trade Secret,” pursuant to the terms of this order, documents or other discovery material to the  
8 extent they consist of or include medical records, business records, personal private information  
9 including financial records, trade secret or confidential research, development, or commercial  
10 information and may include financial information, information relating to ownership or control  
11 of any non-public company or public company, and any information protected from disclosure  
12 by any privacy law, as well as any other type of information given confidential status by the  
13 court.

14           3.       Any person subject to this order who receives any confidential discovery  
15 material in the course of discovery in this action shall not disclose such confidential discovery  
16 material to anyone else except as expressly permitted by this order.

17           4.       With respect to the confidential or trade secret portion of any documents or  
18 material, other than deposition transcripts and exhibits, the producing party may designate the  
19 portion as confidential discovery material by stamping or otherwise clearly marking the  
20 protected page, passage, or item as “Confidential” or “Privacy” in such a manner that will not  
21 interfere with legibility or audibility.

22           5.       With respect to deposition transcripts and exhibits, a party to this stipulation may  
23 indicate on the record that a question calls for confidential discovery material, in which case the  
24 text in the transcript where these questions or answers occur shall be specially marked as a  
25 separate page stamped “Confidential Information Governed By Protective Order” by the court  
26 reporter. For convenience, the parties to this stipulation may agree that entire deposition  
27 transcripts shall be treated as confidential discovery material.  
28

1           6.       Notwithstanding the provisions of paragraphs 2-4 above, a producing party may  
2 redact from any Confidential Document any: (i) social security number, (ii) bank account  
3 statements or numbers.

4           7.       If at any time prior to the trial of this action a party to this stipulation realizes  
5 that previously undesignated documents or other material should be designated as confidential  
6 discovery material, that party may so designate by advising all other parties to this stipulation in  
7 writing. The designated documents or material will thereafter be treated as confidential  
8 discovery material pursuant to this order. However, no party to this stipulation shall be  
9 penalized in any way for disclosing such materials prior to receiving notice of this belated  
10 realization.

11           8.       No person subject to this order other than the designating party shall disclose any  
12 confidential discovery material to any other person, except as follows:

- 13           a)       Counsel for the parties to this stipulation, including any paralegal, clerical,  
14 consulting, professional and other staff employed or retained by counsel for work on this  
15 action;
- 16           b)       With respect to a specific document, the document's author, addressees, and any  
17 other person shown on the face of the document as having received a copy;
- 18           c)       Any witness who counsel for a party to this stipulation in good faith believes  
19 may be called to testify at trial or deposition in this action, provided such person has first  
20 executed a non-disclosure agreement in the form attached to this order;
- 21           d)       Any person retained by a party to this stipulation to serve as an expert consultant  
22 or witness or otherwise provide specialized advice to counsel in connection with this  
23 action, provided such person has first executed a non-disclosure agreement in the form  
24 attached as Exhibit "A";
- 25           e)       Official court reporters; and
- 26           f)       The court, mediators, and support personnel.
- 27
- 28

1           9.       Prior to any disclosure of confidential discovery material to any person referred  
2 to in subparagraphs (c) or (d) of paragraph 8 above, the person shall be provided by counsel  
3 with a copy of this protective order and shall sign a non-disclosure agreement in the form  
4 attached as Exhibit "A" hereto. The non-disclosure agreement will state that the person has  
5 read this order and agrees to be bound by its terms. All non-disclosure agreements will be  
6 maintained throughout this action by the attorneys obtaining them. At the conclusion of this  
7 action, upon a showing of good cause and necessity, any party to this stipulation may seek an  
8 order requiring production of non-disclosure agreements, but nothing in this order is intended to  
9 modify or shift any burden of proof or privilege relating to the motion.  
10

11           10.       Without written permission from the producing party or a court order secured  
12 after appropriate notice to all interested persons, a party to this stipulation may not file in the  
13 public record in this action any confidential, private or confidential discovery material. A party  
14 to this stipulation that seeks to file under seal any confidential, trade secret or confidential  
15 discovery material must comply with Civil Local Rule 79-5. Such material and documents may  
16 only be filed under seal pursuant to a court order authorizing the sealing of the specific material  
17 and documents at issue.

18           11.       Any party objecting to any designation of confidentiality or privacy, or  
19 requesting further limits on disclosure (such as "attorney eyes only" in extraordinary  
20 circumstances), may at any time prior to the trial of this action serve upon counsel for interested  
21 parties a written notice stating with particularity the reasons for the objection or request. If  
22 agreement cannot promptly be reached, the dispute will be submitted to the court. Until a  
23 dispute is resolved, the material designated as "Confidential" or "Trade Secret" shall remain as  
24 confidential discovery material pursuant to this order. The party requesting confidentiality shall  
25 have the burden of establishing entitlement to protection and confidentiality.  
26  
27  
28

1           12.     The court retains discretion to deny confidential treatment to any documents or  
2           discovery material submitted in connection with any motion, application, proceeding or paper  
3           that may result in an order or decision by the court.

4           13.     Each person who has access to confidential discovery materials shall take all due  
5           precautions to prevent the unauthorized or inadvertent disclosure of the material.

6           14.     This order shall survive the termination of this action. Within 30 days of the  
7           final disposition of this action, all "Confidential" and "Trade Secret" information shall promptly  
8           be returned to the producing party to this stipulation or, with the permission of the producing  
9           party to this stipulation, destroyed. Counsel of record shall make certification of compliance  
10          herewith and shall deliver the same to counsel for the disclosing party to this stipulation not  
11          more than 40 days after final conclusion of this litigation. For purposes of this Order, final  
12          conclusion shall be taken as the date on which a stipulated dismissal is filed or a final, non-  
13          appealable order disposing of this lawsuit is entered.

14          15.     The court shall retain jurisdiction over all persons and parties subject to this  
15          order to the extent necessary to modify this order, enforce its obligations, or to impose sanctions  
16          for any violation.

17          16.     Nothing in this order shall prevent any party to this stipulation from seeking  
18          further or additional protection, or removing protection, for confidential discovery material.

19          17.     Additional parties may be added to this action as allowed under the Federal  
20          Rules of Civil Procedure. Before receiving confidential discovery material, a new party must  
21          agree to be bound by the terms of this order as if the party had stipulated to it at the time of  
22          entry. No newly added party shall have access to confidential discovery material until the party  
23          is subject to the terms of this order.

24          18.     Information of any kind obtained by parties subject to this order from any source  
25          outside of discovery in this action shall not be subject to the terms of this order, notwithstanding  
26          that the same information has been produced in this action and designated as confidential  
27          discovery material.

19. This order shall not apply to, or restrict confidential discovery material used at the time of trial as evidence. Protection of confidential discovery material at trial may be addressed by the court as a separate matter upon the motion of any party to this stipulation. The provisions of this order shall not prejudice the rights of the parties with respect to the use or protection of confidential discovery material at trial.

20. Plaintiff's medical records shall be deemed confidential.

21. Nothing in this order shall be construed as a waiver of any applicable privileges, require the disclosure of any privileged document or information, or alter the applicable scope of permissible discovery.

LAW OFFICE OF GENE H. SHIODA

Dated: June \_\_, 2013

By: /S/

Gene H. Shioda  
James A. Kim  
Jason Y. Lie  
Attorneys for Plaintiff PAUL HOA

John F. Geary  
Robert W. Henkels  
GEARY, SHEA, O'DONNEL, GRATTAN, AND  
MITCHELL

Dated: June \_\_, 2013

By: //S//

John F. Geary  
Robert W. Henkels  
Attorneys for  
David F. Lopez, T. Gregory Stagnitto, Bridge  
Transport, Stag Leasing, Inc.

Kamala D. Harris  
Attorney General of California  
Maneesh Sharma  
Deputy Attorney General

Dated: June \_\_, 2013

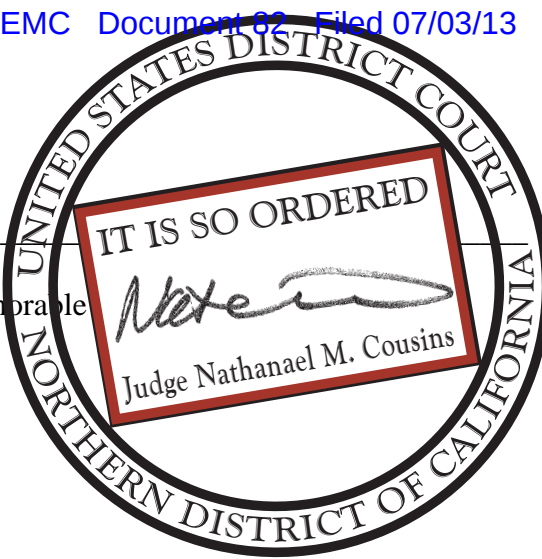
By: /s/

Attorneys for Matthew Cate

1 **IT IS SO ORDERED.**

2 July 3, 2013

3 Honorable





UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

PAUL HOA, an individual,

Plaintiff,

v.

MATTHEW CATE, ET AL and DOES 1 to 20,  
inclusive,

Defendant.

Case No. 3:12-cv-02078-JCS

**EXHIBIT "A" TO STIPULATED  
PROTECTIVE ORDER**

I, \_\_\_\_\_, acknowledge that I have read and understand the Stipulated Protective Order ("Protective Order") in this action governing the non-disclosure of those portions of Confidential Discovery Material that have been designated as Confidential or Trade Secret, or contain individually identifiable health information. I agree that I will not disclose such Confidential Discovery Material to anyone except as expressly permitted by the Protective Order and only for purposes of this action, and that at the conclusion of the action I will return all such Confidential Discovery Material to the party to the stipulation or attorney from whom I received it. By acknowledging these obligations under the Protective Order, I understand that I am submitting myself to the jurisdiction of the United States District Court for the Northern District of California, for the purpose of any issue or dispute arising hereunder and that my willful violation of any term of the Protective Order could subject me to punishment for contempt of Court.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

- 9 -

**STIPULATED PROTECTIVE ORDER**